No 109

Know all Men by these Presents, *That*

The **Western Pacific Railroad Company of California,**

in consideration of the sum of Ninety one 75/100

Dollars, *to it paid by* Valentine Diel

of Santa Clara *County, California, the receipt whereof is hereby acknowledged, hereby gives, grants, bargains, sells and conveys to the said* Valentine Diel

his heirs and assigns, the following described tract of land situate in Santa Clara *County, California, to wit:* The North East fractional part of North East quarter

of Section No Thirty one *in Township No* Six South *of Range No* Two West, *Mount Diablo Base and Meridian, containing* Sixty six 70/100 *acres, according to the United States surveys, together with all the privileges and appurtenances thereunto appertaining and belonging.*

To Have and to Hold *the aforesaid premises to the said* Valentine Diel

his heirs and assigns, to his and their use and behoof forever.

In testimony whereof, the said The Western Pacific Railroad Company of California, has caused these presents to be signed by its President and Secretary, and sealed with its corporate seal, this Twenty Eighth *day of* July *A. D. 1868*

Leland Stanford

Pres't W. P. R. R. Co. of Cal.

S. V. Miller Jr

Sec'y W. P. R. R. Co. of Cal.

50

TOWNE & BACON, PRINTERS

No. 109

THE

WESTERN PACIFIC R. R. CO.

TO

Valentine Eyd

DEED.

Dated July 28th 1868.

Recorded at the Request of Grantee Decr 15th 1868. at 20 Minutes past 10 o'clock a. M in Liber 12 of Deeds pp 293 & 294. Records of Santa Clara County

Jos. R. Johnson
Recorder

by Henry Ehrenbrook
Deputy Recorder

Paid $1.75

State of California,

COUNTY OF SACRAMENTO.

On this Twenty Eighth day of July A. D. 1868, personally appeared before me, a Notary Public, in and for said county, Leland Stanford President; and E. H. Miller Jr. Secretary, of the within named Western Pacific Railroad Company of California, known to me to be the persons described in and who executed the foregoing Instrument, as such officers of said Company, who acknowledged to me that they executed the same freely and voluntarily, as the free act and deed of said Company, and for the uses and purposes therein mentioned.

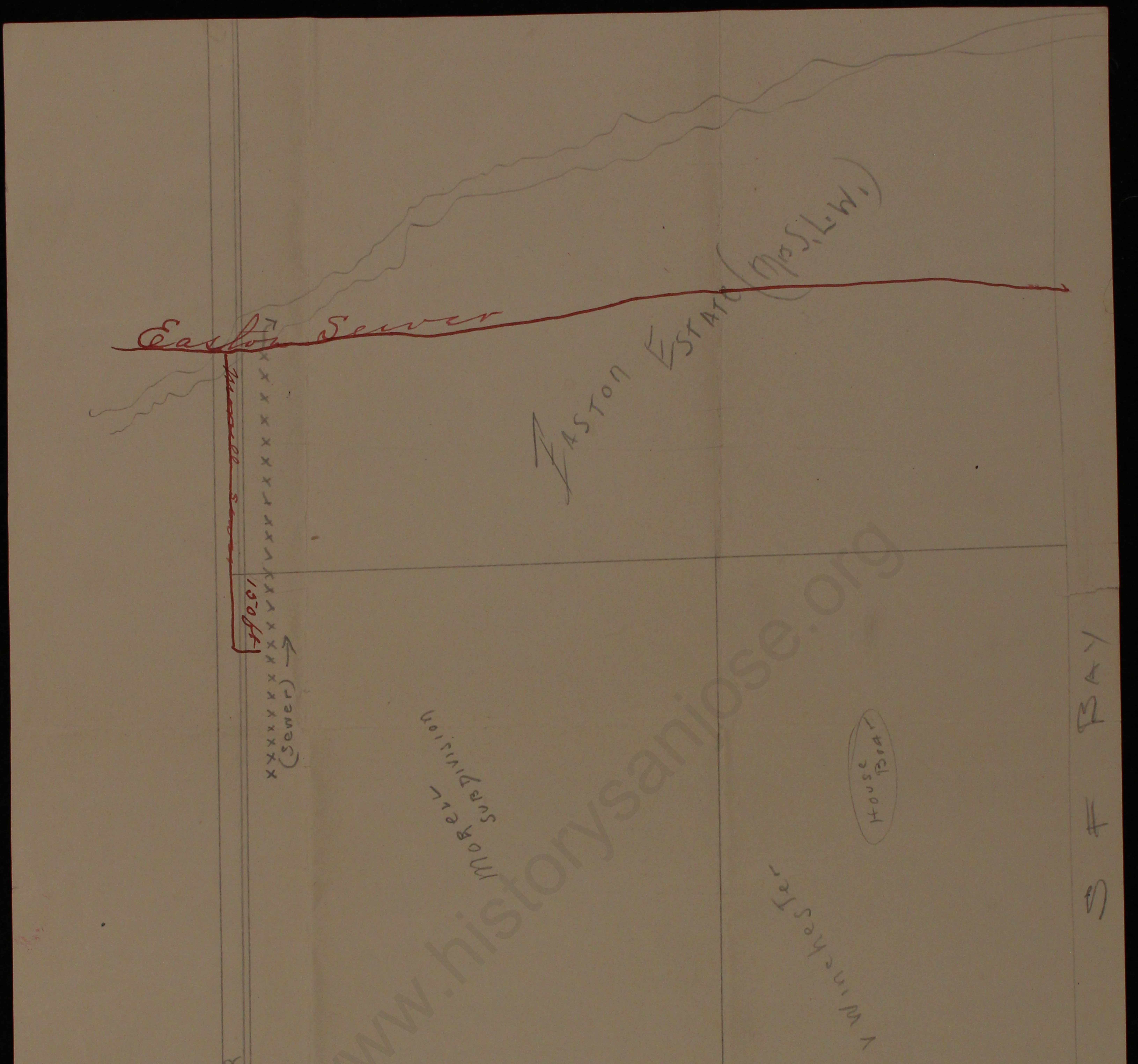
Witness my hand and official seal, the day and year aforesaid.



Charles J Torbet

NOTARY PUBLIC.

In and for Sacramento County
State of California



Easton Sewer
(Sewer)
SPRR
Easton Estate
(Mrs S. L. W.)
House Boat
S F Bay
Oak Grove Ave
Carolan

THIS INDENTURE,Made this 29th,day of December I899,by and between the parties who have hereunto subscribed their names in manner following,to wit:-It is hereby covenanted and agreed by and between each and every one of us that that certain lane or avenue 30 links (20 feet) in width,and situate adjoining and South of Lots One (I),two,(2) and three (3) and also adjoining and North of Lots four (4) six,(6) and seven (7) of the sub-division of land of Louise Laederich in Section I4,Township 7 S.R.I.W.M.D.M.,as recorded in Book "G" of Maps,Page 23,Records of Santa Clara County,California,shall be and the same is hereby closed and abandoned forever for road purposes,and it is further agreed by and between us that each and every person owning land adjoining the above described lane or avenue is hereby authorized entitled and empowered to extend the line of their land I5 links (ten feet) toward and to the center of the above described lane or avenue,and the land thus acquired shall be used for orchard or agricultural purposes or,in fact any use the owner of said land may desire,and it is further covenanted and agreed by and between us that a fence may be placed across said lane or avenue at any place the owners of the adjoining land may desire and that a fence shall be placed across the extreme West end and also the extreme East end of said lane or avenue,immediately on the signing of this agreement; that the object of this agreement may be accomplished,and fulfilled,viz: the closing of said lane or avenue forever,and it is hereby further covenanted and agreed by and between us that that certain lane or avenue 25 links (I6 feet,8 inches) in width and situate adjoining and just East of the original Lot One (I) of the Sub-division mentioned herein shall also be and the same is hereby abandoned forever for road purposes and a fence shall be placed across said lane or avenue at its intersection with the South side of the Stevens Creek Road,that the object of this agreement may be accomplished and fulfilled and the lane or avenue last mentioned and now used for road purposes and thus abandoned shall to all intents and purposes become and be a part of Lot Seven (7) of the Subdivision herein mentioned and be under the absolute control forever of the lawful owner of said Lot Seven (7),and this agreement shall in every case bind each and every one of our heirs,executors,administrators and assigns

and persons
against all and every person whomsoever lawfully claiming any interest in any land described in this agreement.

IN WITNESS WHEREOF,We have hereunto set our hands and seals the day and year set opposite our respective signatures.

W.S.Little. Dec.29,I899 Emma L.Little. " Albert J.Laederich, " A.Sanders. " Mana Sanders. "	Acknowledged Dec.29th,I899,before W.D.Garey Notary Public in and for the County of Santa Clara,State of California.
Emma.J.Laederich.Jan,3,I900 Lulu L.Laederich. " Elizabeth Sparrow, Guardian of the Estate of Cora Laederich,a minor, "	Acknowledged Jan.3,I900,before Mark Lane, Notary Public in and for the City and County of San Francisco,State of California.
Clara E.Laederich,Jan.II,I900	Acknowledged Jan.IIth,I900,before Geo.W. Jean,Notary Public in and for the County of San Benito,State of California.
Walter O.Laederich,Jan.I3,I900 Sarah L.Winchester "	Acknowledged Jan.I3th,I900,before W.D. Garey,Notary Public in and for the County of Santa Clara,State of California.

THIS AGREEMENT made this 10th day of February, A.D. 1910, by and between ANSEL M. EASTON, the party of the first part, and SARAH L. WINCHESTER, the party of the second part;

W I T N E S S E T H;

THAT WHEREAS, the said Ansel M. Easton, Louise A. Easton, his wife, and Adeline M. Easton, executed a deed to Sarah L. Winchester of certain lands in the County of San Mateo, State of California, said deed being dated March 28th, 1906, and being filed for record in the Recorder's office in the County of San Mateo, State of California, on April 7th, 1906; and,

WHEREAS, said deed referred to a certain Avenue called Buri Buri Avenue; and,

WHEREAS, said deed contained an agreement in the words following, namely: "And the Buri Buri Avenue above referred to shall be immediately dedicated to public use by first parties from its present terminus at the right of way of the S. P. R. R. Company northerly to the waters of the Bay of San Francisco; and the said Ansel M. Easton shall forthwith cause the same to be graded and macadamized for a distance of 5.86 chains north from the north line of said right of way"; and,

WHEREAS, said agreement will soon be barred by the statute of limitations;

NOW, THEREFORE, it is hereby agreed by the said party of the first part that the benefit of said statute is waived.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Ansel M Easton (SEAL).

GEORGE C. SARGENT

This Indenture,

Made the Sixteenth day of June one thousand, eight hundred and sixty June 1865.

BETWEEN George E. Hinckley of the City and County of San Francisco, State of California, Party of the First Part, and Valentine Dieloff the same place, Party



of the second part, Witnesseth, That the said part y of the first part, for and in consideration of the sum of Four thousand Dollars,

to him in hand paid by the said part y of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, Has granted, bargained and sold, conveyed and confirmed, and by these presents Does grant, bargain and sell, convey and confirm unto the said part y of the second part, and to his heirs and assigns forever, All the right title and interest of the Party of the first part in and to those five certain pieces or parcels of land Situate lying and being in the County of Santa Clara and State of California being bounded and described as follows; to wit: The fractional Northeast quarter of Section Number Thirty one (No 31), and the fractional Southeast quarter of Section Number Thirty (No 30), containing One hundred and Sixty acres (160 acres) more or less. Also the North half of Section Number Twenty Nine (No 29), excepting and reserving therefrom Sixty four acres (64 acres) to be located at the Northerly and Westerly sides of said North half Section; leaving a balance of land now hereby intended to be conveyed in said North half Section, of One hundred and Seventy Six acres (176 acres) more or less — Said several tracts of land being all located in Township Number Six (No 6) South Range two (2) West, Mount Diablo Meridian, and being a portion of the land conveyed by O. B. Bagley to P. B. Ladd, & by said P. B. Ladd to James B. Van anken, & by said Van anken to the party of first part.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And, also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said part y of the first part, of, in or to the above described premises, and every part and parcel thereof, with the appurtenances.

To Have and to Hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said part y of the second part, his heirs and assigns forever.

In Witness Whereof, the said part y of the first part ha s hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

C. V. Sawyer

George E. Hinckley

BARGAIN SALE DEED—No 1.

Printed and sold by Wm. B. Cooke & Co., Importing and Jobbing Stationers, 624 Montgomery Street, San Francisco.

DEED.

George E. Hinckley

TO

Valentin Diel.

Dated, June 16th 1865.

Recorded at request of

Wells Fargo & Co

June 19th A. D. 1865

at 25 min. past 9 o'clk A. M.

in Liber "T" of Deeds, at

pages 705. 706 & 707

Records of Santa Clara

Co. M. Leavenworth

Recorder

W. F. & Co's Cancelled 124.

State of California,
City and County of San Francisco } ss

On this Fifteenth day of June A. D. One Thousand Eight Hundred and Sixty-Five before me, Chas. V. Sawyer a Notary Public in and for said City and County residing therein, duly commissioned and sworn, personally appeared the within named

George E. Hinckley

who is subscribed to the foregoing Instrument as a party thereto, personally known to me to be the individual described in and who executed the said foregoing Instrument, and he duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal at my office in said County, the day and year in this Certificate first above written.

Chas. V. Sawyer

NOTARY PUBLIC.

www.historysanjose.org

Letters Patent

FROM THE

STATE OF CALIFORNIA.

Issued November 12th 1868

TO

Valentine Bell

For 1044.05 *Acres of*

16th & 36th section grant

School Funds

LYING IN

Santa Clara *County.*

$750

paid $1.75

Recorded at the Request of
Patentee December 15th 1868.
at 20 Minutes past 10 o'clk
A. M in Liber "A" Record
of Patents pp
Records of Santa Clara County
Liber A of Patents pp 184
5 Records Santa Clara
Co Jos. R. Johnson
County Recorder

UNITED STATES OF AMERICA--STATE OF CALIFORNIA.

To all to whom these Presents shall come, Greeting:

Whereas, Under the provisions of the several Acts of the Congress of the United States, entitled "An Act to appropriate the proceeds of the sales of the Public Lands and to grant Pre-emption Rights," approved September fourth, eighteen hundred and forty-one, Five Hundred Thousand Acres of the Public Lands were granted to the State of California; and an Act entitled "An Act to provide for the Survey of the Public Lands in California, the granting of Pre-emption Rights thereto, and for other purposes," approved March [illegible], eighteen hundred and [illegible], and Seventy-two Sections for a Seminary of Learning, also the Sixteenth and Thirty-sixth Sections of each Township in said State; also, an Act entitled "An Act donating Public Lands to the several States and Territories which may provide Colleges for the benefit of Agriculture and the Mechanic Arts," approved July second, eighteen hundred and sixty-two, One Hundred and Fifty Thousand Acres of the Public Lands were also granted to said State; **And Whereas,** The Legislature of the State of California has provided for the Sale and Conveyance of said Lands by Statutes enacted from time to time; **And Whereas,** It appears by the Certificate of the Register of the State Land Office, No. 49, issued in accordance with the provisions of law, bearing date the Nineteenth day of October, A. D. 1868, that the tracts of 16th & 36th Section grant School land hereinafter described have been duly and properly located in accordance with law, and that Valentine Diel assignee of D. F. Bute is entitled to receive a patent therefor;

Now, therefore, The State of California hereby grants to the said Valentine Diel, and to his heirs and assigns, forever, the said tracts of land, located as aforesaid, and which are known and described as follows, to wit: Lots N.° four (4) and five (5) and the East half (½) of South East quarter (¼) of Section N.° thirty (30) in Township N.° Six (6) South, Range N.° Two (2) West of Mount Diablo Meridian.

containing One Hundred and four 05/100 (104.05/100) acres, taken in lieu of One Hundred and Sixty (160) acres, together with all the privileges and appurtenances thereunto appertaining and belonging. To have and to hold the aforegranted premises to the said Valentine Diel and to his heirs and assigns, to his and their use and behoof forever.

In Testimony Whereof, I, H H Haight Governor of the State of California, have caused these Letters to be made Patent, and the Seal of the State of California to be hereunto affixed.

Given at the City of Sacramento, the twelfth day of November, in the year of our Lord one thousand eight hundred and Sixty eight

H H Haight
Governor of State.

Attest: H. L. Nichols
Secretary of State.

Countersigned: John W. Bost
Register of State Land Office.

THIS INDENTURE, Made the Ninth day of January

in the year of our Lord one thousand eight hundred and Seventy two

Between Valentine Diel of the County of Santa Clara, in the State of California the party

of the first part, and "The Bank of San Jose," a Corporation duly created under and by virtue of the laws of the State of California, and having it's principal place of business at the City of San Jose, County of Santa Clara, California, party of the second part, Whereas, the said party of the first part is justly indebted to the said party of the second part, in the sum of Three Hundred Dollars, Gold Coin secured to be paid by a certain Promissory Note, bearing even date with these presents, and which said Note is in the words and figures following:

$ 300.00 San Jose, January 9th 1872

On the 9th day of October 1872 at three o'clock p. m. of that day, (no grace,) for value received, in Gold Coin of the Government of the United States, I promise to pay to the order of "The Bank of San José" at THE BANK OF SAN JOSE, Three Hundred Dollars, with interest from Date at the rate of One & one quarter per cent. per month, until paid, payable Quarterly (if not so paid, to become part of the principal, and bear the same rate of interest as above specified,) both principal and interest payable in like Gold Coin. This note is secured by mortgage stamped with 50ct U.S. Int. Rev. Stamp and the same canceled.

Valentine Diel.



Now, This Indenture Witnesseth, That the said party of the first part, for the better securing the payment of the said sum of money secured to be paid by the said Promissory Note, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of One Dollar, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents, does grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, and to its ~~heirs and~~ assigns forever, All that certain piece or parcel of land lying and being situate in the County of Santa Clara in the State of California, bounded and described as follows, to wit: Lots numbered four (4) and five (5) and the East half ½ of the South East quarter (¼) of Section Number thirty (30) in Township Number Six (6) South, Range

Printed and sold by Wm. B. Cooke & Co., Importing and Jobbing Stationers, 624 Montgomery St., San Francisco.

State of California,
COUNTY OF SANTA CLARA. } ss.

On this Tenth day of January A. D. one thousand eight hundred and seventy Two before me, JAMES R. LOWE, JR., a Notary Public, in and for the said County of Santa Clara, duly commissioned, sworn and qualified, personally appeared the within-named Valentin Diel whose name is subscribed to the annexed instrument as a part y thereto, personally known to me to be the person described in and who executed the said annexed instrument, as a part y thereto, and who duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the City of San Jose, County of Santa Clara, State of California, the day and year in this Certificate first above written.

James R Lowe Jr
Notary Public in and for the County of Santa Clara, State of California.

Bancroft's Blank, No. 171—ACKNOWLEDGEMENT. A. L. Bancroft & Company, Booksellers and Stationers, San Francisco.

MORTGAGE

Valentine Diel

TO

The Bank of San José

Dated Jan'y 9th 1872.

Recorded at request of

Mortgage
January 10 A. D. 1872
at 4 3 min. past 4 o'clock P. M.
Silas L Mathews Pd $1.00
Ex Sheriff Recorder Santa Clara Co
Jos R Johnson
Recorder
Thos H Thomson
Deputy

Paid

foreclosure suit: and also, in addition, a percentage at the rate of Ten per cent upon the amount of judgment recovered, or in case the said foreclosure suit is settled before judgment recovered, upon the amount found due the plaintiff on said Note and this Mortgage, as counsel fees and commissions, and as a reasonable indemnity for the trouble, risk, delay, and extraordinary expenses of litigation, and also to retain the amounts of all such payments of taxes, assessments or incumbrances as may have been made by said party of the second part, its ~~heirs, executors, administrators or~~ assigns, by reason of the permission hereinafter given, and the interest on the same allowed, rendering the overplus of the purchase money, (if any there shall be) unto the said Valentine Diel ~~——————~~ party of the first part, his heirs, executors, administrators or assigns. And the said party of the first part further covenants and agrees to and with the said party of the second part, to pay and discharge at maturity all such taxes or assessments, liens or other incumbrances now subsisting or hereinafter to be laid or imposed upon said land and premises above described, or upon this Mortgage or the money secured hereby, and which may be in effect a prior charge thereupon to these presents, during the continuance hereof, and in default thereof, the said party of the second part may pay and discharge the same, and may at ~~his~~ its option, keep fully insured against all risks by fire, the buildings which are now, or may be hereafter erected thereon, at the expense of the party of the first part, and the sums so paid shall bear interest at the rate of 1 1/4 per cent. per month and shall be considered as secured by these presents, and be a lien upon said premises, and shall be deducted from the proceeds of the sale thereof, above mentioned, with interest as herein provided. And the said Valentine Diel ~~——————~~ for himself heirs, executors and administrators, does covenants and agree to and with the said party of the second part, ~~its heirs, executors, administrators and~~ assigns, that he has not made, done, committed, executed, or suffered, any act or acts, thing or things whatsoever by himself agents or servants whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are or at any time hereafter shall or may be impeached, charged or encumbered in any way or manner whatsoever. all the money secured to be paid in the Gold Coin of the United States.

In witness whereof, the said party of the first part has hereunto set ~~his~~ hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Valentin Diel (Seal)

Two (2) West of Mount Diablo Meridian, according to the United States Survey.

Together with all and Singular, the tenements, hereditaments and appurtenances thereunto be-longing, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof: And, also, all the estate, right, title, interest, right *of* ——— *property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, and to the same, and every part and parcel thereof with the appurtenances. To have and to hold, the above granted and described premises, with the appurtenances unto the said party of the second part* its ~~heirs and~~ *assigns, to* its ——— *their own proper use, benefit and behoof forever. Provided always, and these presents are upon this express condition, that if the said party of the first part,* his *heirs, executors or administrators, shall well and truly pay unto the said party of the second part,* or its ~~executors, administrators or~~ *assigns, the said sum of money secured to be paid by the said Promissory Note, and the interest thereon at the time and place, and in the manner mentioned in the said Promissory Note, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void,* otherwise to be in full force and effect *And, the said* Valentine Diel *for* himself ——— *heirs, executors and administrators, does covenant and agree to pay unto the said party of the second part,* its ~~executors, administrators or~~ *assigns, the said sum of money, and interest as mentioned above, and secured to be paid as aforesaid. And if default shall be made in the payment of the said sum of money, as provided in said Note above mentioned, or if the interest that may grow due thereon, or any part thereof, shall be behind and unpaid for the space of* three *days after the same should have been paid according to the terms of said Promissory Note, that then and from thenceforth it shall be optional with the said part of the second part* or its ~~executors, administrators and~~ *assigns, to consider the whole of said principal sum expressed in said Note, as immediately due and payable, although the time expressed in said Note for the payment thereof shall not have arrived, and immediately to com-mence a suit to enforce the payment of the same, and prosecute the same to judgment and decree, and to sell and dispose of all and singular the premises hereby granted, and all benefit and equity of redemption of the said party of the first part,* his *heirs, executors, administrators or assigns, according to law: and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said Promissory Note, together with the costs and charges of the*